



Recorded in the Ofo Recorder of Deeds Book 1 Page 56

*Dormiunt Aliquando Leges, Nunquam Moriuntur*

*Omissio eorum quae tacite insunt nihil operatur*

*Communitates utens cum de Indis Americae est perculiaris dangerous*

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**UNITED STATES DISTRICT COURT  
for the  
Eastern District of Missouri**

**CREATED BY: RELATOR, Chief Eagle Eye**

**In behalf of  
Ofo Band of the CASHBOX TRUST TRIBE's  
(Citizen) ANTONIA BEY & the U.S DOI & BIA**

**V.**

**FIRST NATIONAL BANK OF WATERLOO  
GREEN ENGINE LLC  
Christopher Mantese agent of MYSTERIA LLC**

**)  
) STATEMENT OF CLAIM  
)  
) DIVERSITY OF CITIZENSHIP  
)  
) FEDERAL QUESTION  
)  
) BREACH OF TREATY  
)  
) TRESPASS ON INDIAN COUNTRY  
)  
) CASE NO. 4:24-00708-MTS**

**SETTLEMENT OFFER**

This Settlement Agreement ("Agreement") is made and entered into as of this [Date], by and between:

Petitioner, Antonia Bey (Indian Land Owner), a citizen of the Ofo Band & Cashbox Trust Tribe, with an address at 2837 Texas Ave, Saint Louis, Mo 63118 ("Party A"); and

FIRST NATIONAL BANK OF WATERLOO, a corporation, with an address at 228 S Main St in Waterloo, IL, Green Engine LLC, a corporation, with an address at 3646 Cleveland; St. Louis, Mo 63110, and MYSTERIA LLC, a corporation, with an address at 2624 Lyle Ave Saint Louis, MO 63143 hereby known as ("Party B").

Collectively, Party A and Party B are referred to as the "Parties."



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## RECITALS

**WHEREAS**, a dispute has arisen between the Parties regarding Breach of Treaty;

**WHEREAS**, the Parties wish to resolve all claims and disputes between them without the need for further litigation or arbitration;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and releases contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Settlement Payment

a. Party B agrees to pay Party A the total sum of 1,696,665 U. S. Dollars (the "Settlement Amount").

b. The Settlement Amount shall be paid in the following manner: lump sum.

### 2. Release and Discharge

a. Upon receipt of the Settlement Amount, Party A agrees to release and forever discharge Party B, and its agents, employees, representatives, successors, and assigns, from any and all claims, demands, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, and liabilities of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, in law or equity, which Party A ever had, now has, or may have against Party B arising out of or related to U. S. District Case number 4:24-cv-00708-MTS.

b. Party B agrees to release and forever discharge Party A under the same terms and conditions as stated above.



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### 3. No Admission of Liability

This Agreement and compliance with this Agreement shall not be construed as an admission by either Party of any wrongdoing or liability. The Parties specifically disclaim any liability to each other or to any other person.

### 4. Confidentiality

The terms and conditions of this Agreement shall remain confidential and shall not be disclosed to any third party except as required by law or as necessary to enforce the terms of this Agreement.

### 5. No Further Claims

Each Party agrees that it will not hereafter commence, maintain, or prosecute any action, suit, proceeding, or claim against the other Party based upon any matter, cause, or thing released herein.

### 6. Governing Law

This Agreement shall be governed by and construed in accordance with the Federal Indian laws of the United States and Cashbox Trust Tribal Laws, without regard to its conflict of laws principles.

### 7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.



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#### 8. Amendments

This Agreement may not be amended or modified except in writing signed by both Parties.

#### 9. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

#### 10. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### 11. Adherence

Parties agree to the proposed order respectfully submitted to the U.S. District court as it relates to the above case number.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.

#### Indian Land Owner

By: Chia Eade Eye  
Antonia Bey

Indian Land Owner

Date 05/29/24